

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR BOARD MEETING

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda L. Stumbo, Clerk Lovejoy Roe, Treasurer Doe, Trustees: Heather Jarrell Roe and Monica Ross-Williams

Members Absent: Trustees: Stan Eldridge and Jimmie Wilson, Jr.

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Mr. Kellar, Township Resident spoke in favor of adopting a snow ordinance.

Arloa Kaiser, Township Resident spoke against instituting a snow ordinance.

CONSENT AGENDA

A. MINUTES OF THE FEBRUARY 20, 2018 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR MARCH 6, 2018 IN THE AMOUNT OF \$885,302.60

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve the Consent Agenda.

The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #5

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Budget Amendment #5 (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR BOARD MEETING
PAGE 2**

2. RESOLUTION 2018-06, APPROVAL OF THE WASHTENAW COUNTY SOLID WASTE MANAGEMENT PLAN 2017 AMENDMENT.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to table until Evan Pratt, Water Resource Commissioner could do a presentation at a Board meeting.

Ross-Williams:	Yes	Doe:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Jarrell Roe:	Yes		

The motion carried unanimously.

3. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF A PROFESSIONAL SERVICES QUOTE FROM JAMES LEFFEL AND COMPANY FOR A REPLACEMENT RUNNER SHAFT BEARING, RUNNER SHAFT AND BOLTS FOR RUNNER #2 IN THE AMOUNT OF \$110,669.00 BUDGETED IN LINE ITEM #252-252-000-977-000.

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Michael Saranen, Hydro Operations for Approval of a Professional Services Quote from James Leffel and Company for a Replacement Runner Shaft Bearing, Runner Shaft and Bolts for Runner #2 in the Amount of \$110,669.00 Budgeted in Line Item #252-252-000-977-000.

The motion carried unanimously.

4. REQUEST AUTHORIZATION TO POST AND FILL FINANCE COORDINATOR POSITION FOR 14-B DISTRICT COURT.

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request for Authorization to Post and Fill Finance Coordinator Position for 14-B District Court.

The motion carried unanimously.

5. REQUEST AUTHORIZATION TO POST AND FILL ECONOMIC DEVELOPMENT DIRECTOR POSITION

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve Request to Post and Fill Economic Development Director Position with conditions.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR BOARD MEETING
PAGE 3**

- 6. REQUEST APPROVAL FOR PRELIMINARY SITE PLAN AND SPECIAL LAND USE APPROVAL FOR INSTALLATION AND OPERATION OF A PROPOSED 150 FOOT UNMANNED TELECOMMUNICATIONS FACILITY WITHIN A 10,000 SQUARE FOOT LEASED AREA LOCATED AT 6400 TEXTILE RD, PARCEL ID# K-11-29-200-028.**

A motion was made by Clerk Lovejoy Roe, supported by Treasure Doe to Approve Request for Preliminary Site Plan and Special Land Use Approval for Installation and Operation of a Proposed 150 Foot Unmanned Telecommunications Facility within a 10,000 Square Foot Leased Area Located at 6400 Textile Rd., Parcel ID # K-11-29-200-028 with the following conditions:

- 1. A \$25,00.00 security bond or letter of credit for removal of tower**
- 2. Fencing shall adhere to the requirements of the Township Zoning Ordinances; barbed wire fence shall not be permitted at this location**
- 3. Additional lighting details shall be provided by the applicant**
- 4. The tower shall not exceed 150ft in height**
- 5. All conditions authorized in reviewing agencies letters presented to the Township Planning Commission.**

The motion carried unanimously.

- 7. REQUEST APPROVAL OF ECONOMIC DEVELOPMENT ADVISORY SERVICES AGREEMENT WITH BONNER ADVISORY GROUP FOR SERVICES IN AN AMOUNT OF \$150.00 PER HOUR BUDGETED IN LINE ITEM #101-956-000-801-000 (see attached).**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Economic Development Advisory Services Agreement with Bonner Advisory Group for Services in an Amount of \$150.00 per hour Budgeted in Line Item #101-956-000-801-000

The motion carried unanimously.

AUTHORIZATION AND BIDS

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK A REQUEST FOR PROPOSALS FOR A PREFERRED NETWORK CABLE INSTALLER.**

A motion was made by Clerk Lovejoy Roe, supported by Jarrell Roe to Approve Request of Travis McDugald, IS Manager to Seek a Request for Proposals for a Preferred Network Cable Installer

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
 MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR BOARD MEETING
 PAGE 4**

- 2. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO PURCHASE A NEW BOBCAT SKID STEER WITH MIDEAL PRICING CONTRACTS # 071B7700088 IN THE AMOUNT OF \$68,000.00 BUDGETED IN LINE ITEM #101-265-000-977-000.**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Carl Girbach for Authorization to Purchase a New Bobcat Skid Steer with Mideal Pricing Contracts # 071B7700088 in the Amount of \$68,000.00 Budgeted in Line Item #101-265-000-977-000

The motion carried unanimously.

- 3. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO PURCHASE THE FOLLOWING VEHICLES WITH MIDEAL PRICING IN THE TOTAL AMOUNT OF \$180,179.00 BUDGETED IN LINE ITEM #595-595-000-985-000 (see attached).**

DESCRIPTION	DEPARTMENT	PRICE	MIDEAL CONTRACT#
F-150 4X2 6' BED	PARK RANGER	\$23,205.00	#LDT-0083
F-150 4X2 6' BED	RSD	\$23,205.00	#LDT-0083
F-150 4X2 6' BED	RSD	\$23,205.00	#LDT-0083
F-150 4X2 8' BED	RSD	\$23,505.00	#LDT-0083
F-250 4X2 8' BED	RSD	\$25,175.00	#LDT-0087
F-250 4X2 8' BED	RSD	\$25,175.00	#LDT-0087
F-250 4X4 W/VEE PLOW	SHERIFF	\$36,709.00	#3298-0092

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Carl Girbach for Authorization to Purchase the Following Vehicles with Mideal Pricing in the Total Amount of \$180,179.00 Budgeted in Line Item #595-595-000-985-000

The motion carried unanimously.

- 4. REQUEST OF CARL GIRBACH FOR AUTHORIZATION TO AUCTION VARIOUS EQUIPMENT ITEMS LISTED IN HIS FEBRUARY 27, 2018 MEMO TO THE TOWNSHIP BOARD.**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve Request of Carl Girbach for Authorization to Auction Various Equipment Items Listed in his February 27, 2018 Memo to the Township Board

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MARCH 6, 2018 REGULAR BOARD MEETING
PAGE 5**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Adjourn.

The meeting was adjourned at 7:30 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #5 - REVISED**

March 6, 2018

AMOUNTS ROUNDED TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$8,189.00

Request to increase revenue and expenditure to reflect the funds of \$8,188.58 received from the public nuisance lawsuit for vacant property located at 930 Hunter, Ypsilanti, MI. This is funded by a settlement check received by the Township on February 22, 2018.

Revenues:	Settlements & Judgements	101-000-000-655.100	\$8,189.00
		Net Revenues	<u>\$8,189.00</u>
Expenditures:	Public Nuisance - Legal Svcs	101-950-000-801.023	\$8,189.00
		Net Expenditures	<u>\$8,189.00</u>

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)

Total Increase \$222,700.00

Request to increase budget for Connecting Communities Initiative Grant with Washtenaw County. The total grant is \$154,700. The Township's share is \$29,000. The Township will pay expenditures and will be reimbursement \$125,700 from the County after project is completed. This will be funded by a partial Grant reimbursement and an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$29,000.00
	County Grant	212-000-000-540.000	\$125,700.00
		Net Revenues	<u>\$154,700.00</u>
Expenditures:	Capital Outlay -Pathway	212-970-000-997.007	\$154,700.00
		Net Expenditures	<u>\$154,700.00</u>

Request to increase budget to purchase a skid steer sweeper to remove snow from sidewalks. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$68,000.00
		Net Revenues	<u>\$68,000.00</u>
Expenditures:	Equipment	212-970-000-977.000	\$68,000.00
		Net Expenditures	<u>\$68,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #5 - REVISED**

March 6, 2018

595 - MOTOR POOL FUND

Total Increase \$181,929.00

Request to increase budget to purchase 7 new fleet vehicles for the Township at a total of \$180,179. These vehicles are listed in a memo request by Carl Girbach to replace needed vehicles. An estimated \$1,750 (\$250 per vehicle) will be needed for Township decals. The departments receiving the new vehicles will be paying the Motor Pool fund back over a 5 year period for the use of the vehicles and will continue to pay a maintenance amount as long as they have said vehicle. This will initially be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	595-000-000-699.000	\$181,929.00
		Net Revenues	<u><u>\$181,929.00</u></u>
Expenditures:	Capital Outlay - Vehicles	595-595-000-985.000	\$181,929.00
		Net Expenditures	<u><u>\$181,929.00</u></u>

Motion to Amend the 2018 Budget (#5 Revised):

Move to increase the General Fund budget by \$8,189 to \$9,019,869 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$222,700 to \$1,749,458 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$181,929 to \$460,191 and approve the department line item changes as outlined.

ECONOMIC DEVELOPMENT ADVISORY SERVICES AGREEMENT

This Economic Development Advisory Services Agreement (“Agreement”) made effective the 1st day of March, 2018 (“Effective Date”) by and between Charter Township of Ypsilanti, Michigan, whose address is 7200 S Huron Dr, Ypsilanti, MI, 48197 (Township), and Bonner Advisory Group, LLC, a Michigan limited liability company, whose address is 4875 Sawgrass Drive West, Ann Arbor, MI 48108 (Bonner Advisory Group).

RECITALS:

- A. The Township is engaged in economic development initiatives and programs that are critical to the vitality and sustained success of its commercial and industrial tax base. The Township has identified a need for professional advisory services to enhance these economic development initiatives and programs;
- B. Bonner Advisory Group is a firm uniquely qualified to deliver professional advisory services that meet the defined objectives of the Township’s economic development initiatives and programs;
- C. The Township and Bonner Advisory Group believe it to be in their mutual best interests to memorialize their agreement for the provision of economic development advisory services in writing.

NOW, THEREFORE, for the valuable consideration explained in this Agreement, the parties agree to the following terms and conditions:

1. **Scope of Economic Development Advisory Services.** Bonner Advisory Group agrees to perform the following economic development advisory services for and on behalf of the Township in accordance with the terms and conditions of this Agreement:
 - Provide technical assistance and support to the Township for high priority real estate development for retail, residential, commercial, manufacturing, and ACM.
 - Develop an Economic Development Director (EDD) job description
 - Advise Township on proper services to post EDD position
 - Recruit candidates to apply for EDD position
 - Review resumes and narrow list of candidates for EDD
 - Conduct preliminary interviews and narrow a list of candidates to a final three.
2. **Compensation.** For and in consideration of the scope of services performed, the Township agrees to pay Bonner Advisory Group an hourly rate of \$150.00.
3. **Term of Agreement.** This Agreement shall commence on the Effective Date of this Agreement and shall remain in effect on an as-needed-basis, unless terminated by either party.

4. **Limitation on Services.** During the term of this Agreement, Bonner Advisory Group and its employees, agents and representatives will be a non-exclusive agent of the Township. Bonner Advisory Group may devote as much time and energy as Bonner Advisory Group deems appropriate in providing its scope of services to the Township. The parties acknowledge and agree that Bonner Advisory Group shall not, at any time during the Term of this Agreement, be obligated to do the following:

- 4.1 Devote its full time and attention to providing the scope of services as referenced above.
- 4.2 Review, prepare, present, bid, negotiate or settle on behalf of the Township any legal documents, disputes or actions.
- 4.3 Purchase, supply, obtain or acquire any materials, supplies, equipment, tools, employees, consultants, sub-consultants or any other items that may assist the Township with the following: (i) consummating or renewing a contract with a potential or current customer; (ii) delivering the Township's products or services; or (iii) otherwise assisting with the operations of the Township.
- 4.4 Promote or solicit for sale or contract the Township's products or services to any other person, customer, individual, organization, Township, corporation or other legal entity other than those identified and targeted by the Township and Bonner Advisory Group in writing.
- 4.5 Perform any act that is illegal, immoral or not in compliance with any applicable federal, state and local statutes, rules, laws, regulations, ordinances, codes and opinions.

5. **Duration of Compensation.** Township shall have the sole right to change, modify or discontinue all or any part of the scope of services, now or hereafter subject to this Agreement, and the Township shall incur no liability to Bonner Advisory Group by virtue of any decision to discontinue, continue, change or modify in any manner all or any part of the scope of services. If the Township terminates this Agreement, Bonner Advisory Group shall be compensated for services rendered through the termination date.

6. **Expenses.** Township shall be required reimburse Bonner Advisory Group for any travel and other entertainment or other expenses incurred by Bonner Advisory Group while performing its scope of services under this Agreement, including, but not limited travel expenses, trade shows, conferences, entertainment, etc., provided that such expenses are discussed by the parties and are approved in advance by the Township.

7. **Independent Contractor Status.** In furnishing its services under this Agreement, the Bonner Advisory Group shall be acting as an independent contractor in relation to the Township. Accordingly, Bonner Advisory Group shall have no authority to act for or on behalf of the Township or to bind the Township without the Township's express written consent. Bonner Advisory Group and its members, managers, employees and agents

shall not be considered as having employee status for workers' compensation insurance or any other employee benefit plan applicable to the Township's employees generally. Bonner Advisory Group is not and shall not be an owner, shareholder, member, officer or director of the Township whatsoever. Bonner Advisory Group is responsible for the reporting and payment of its own federal and state income, social security, unemployment and disability taxes.

8. **Employees or Agents of Bonner Advisory Group.** Bonner Advisory Group has the right to directly employ personnel for assisting in the performance of Bonner Advisory Group's duties under this Agreement. Bonner Advisory Group shall be solely responsible for its own personnel. Bonner Advisory Group shall not contract, appoint, employ or hire any person or agent to assist the Township without the prior written consent of the Township. Bonner Advisory Group shall always maintain adequate insurance against liabilities which may arise under the worker's compensation or similar laws of each state in which Bonner Advisory Group's employees work hereunder and maintain automobile liability insurance and comprehensive liability insurance for injuries to third parties and their property in such amounts that are customary for persons engaged in businesses similar to Bonner Advisory Group.

9. **Business Ethics and Conduct.** The successful operation and reputation of the Township is built upon principles of fair dealing and ethical conduct. The Township requires Bonner Advisory Group to carefully observe the letter and spirit of all applicable laws, regulations and ordinances governing Bonner Advisory Group's conduct and governing political contributions. The continued success of the Township is dependent upon its customers' trust. Bonner Advisory Group is expected to preserve that trust and to refrain from any illegal, dishonest or unethical behavior. Should Bonner Advisory Group be charged with any illegal or unethical conduct, Township may terminate this Agreement "for cause" in accordance with the provisions of paragraph 3 hereof; however, all compensation due and owing to Bonner Advisory Group for work performed shall be paid to Bonner Advisory Group as set forth in Paragraph 5 of this Agreement.

10. **Time.** Time is of the essence for all deadlines stated in this Agreement.

11. **Notices.** All notices or other communication required or permitted under this Agreement shall be served in writing by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at the address set forth above.

12. **Amendment.** No amendment, modification or termination of, or addition to, this Agreement shall be valid unless and until executed in writing by all parties to this Agreement.

13. **Binding Agreement.** This Agreement and all exhibits hereto, shall be binding on and inure to the benefit of the Township and any of its successors and assigns, whether by merger, consolidation, sale of assets as a going concern, or otherwise.

14. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties to it, and supersedes all prior understandings, agreements,

arrangements and communications, whether oral or written, with respect to its subject matter.

15. **Governing Law.** This Agreement has been executed in, and will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

16. **Assignment.** Township and Bonner Advisory Group shall not assign its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided the assignee assumes by way of a written instrument all the terms and conditions of this Agreement including the obligation to pay all compensation hereunder.

17. **Counterparts; Copies.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Copies (PDF, photo static, facsimile or otherwise) of signatures to this Agreement will be deemed to be originals and may be relied on to the same extent as the originals.

18. **Severability.** If a provision contained in this Agreement is held to be invalid or unenforceable, this Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.

19. **Consultation of Legal Counsel.** The parties to this Agreement expressly represent and warrant that they have each had an opportunity to have legal counsel review this Agreement, and that they fully understand and comprehend the terms of this Agreement, and that each party is entering into this transaction by and through their own, independent, free will.

20. **Authorized signatures.** The persons signing this Agreement represent and warrant that they are duly and fully authorized to execute it and do so in full compliance with any existing governance documents, corporate resolutions and/or applicable law.

The parties have executed this Agreement on 7 day of March, 2018.

TOWNSHIP:

By: Brenda L. Stumbo
Brenda L. Stumbo
Its: Township Supervisor

By: Karen Lovejoy Roe
Karen Lovejoy Roe
Its: Clerk

**Bonner Advisory Group, LLC, a
Michigan limited liability company**

By: Lukas A. Bonner
Lukas A. Bonner
Its: Managing Member